

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

M.A.,	:	Case No. 2:19-cv-00849
Plaintiff,	:	Judge Algenon L. Marbley
v.	:	Magistrate Judge Elizabeth P. Deavers
WYNDHAM HOTELS & RESORTS, INC., et al.	:	(Jury Demand Endorsed Hereon)
Defendants.	:	

**DEFENDANT BUCKEYE HOSPITALITY, INC.'S
ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT**

Now comes Defendant Buckeye Hospitality Inc. and for its Answer to Plaintiff's First Amended Complaint states as follows:

1. Paragraph 1 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 1 of Plaintiff's First Amended Complaint.
2. The answering Defendant denies the allegations contained in paragraph 2 of Plaintiff's First Amended Complaint.
3. The answering Defendant denies the allegations contained in paragraph 3 of Plaintiff's First Amended Complaint for want of knowledge.
4. The answering Defendant denies the allegations contained in paragraph 4 of Plaintiff's First Amended Complaint for want of knowledge.
5. Paragraph 5 of Plaintiff's First Amended Complaint contains legal conclusions to which a response is not required. However, to the extent that such paragraph directly or indirectly

implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 5 of Plaintiff's First Amended Complaint.

6. Paragraph 6 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 6 of Plaintiff's First Amended Complaint.

7. Paragraph 7 of Plaintiff's First Amended Complaint states legal conclusions to which no response is required. To the extent a response is required, the answering Defendant does not dispute subject matter jurisdiction. The answering Defendant denies each and every allegation contained in paragraph 7 of Plaintiff's First Amended Complaint not specifically admitted herein.

8. Paragraph 8 of Plaintiff's First Amended Complaint states a legal conclusion to which no response is required. To the extent a response is required, the answering Defendant does not dispute that venue is proper. The answering Defendant denies each and every allegation contained in paragraph 8 of Plaintiff's First Amended Complaint not specifically admitted herein.

9. The answering Defendant denies the allegations contained in paragraph 9 of Plaintiff's First Amended Complaint for want of knowledge.

10. The answering Defendant denies the allegations contained in paragraph 10 and subparts 10(a) through and including 10(e) of Plaintiff's First Amended Complaint for want of knowledge.

11. The answering Defendant denies the allegations contained in paragraph 11 of Plaintiff's First Amended Complaint for want of knowledge.

12. The answering Defendant denies the allegations contained in paragraph 12 of Plaintiff's First Amended Complaint for want of knowledge.

13. The answering Defendant denies the allegations contained in paragraph 13 of Plaintiff's First Amended Complaint for want of knowledge.

14. The answering Defendant denies the allegations contained in paragraph 14 of Plaintiff's First Amended Complaint for want of knowledge.

15. The answering Defendant denies the allegations contained in paragraph 15 of Plaintiff's First Amended Complaint for want of knowledge.

16. The answering Defendant denies the allegations contained in paragraph 16 of Plaintiff's First Amended Complaint for want of knowledge.

17. The answering Defendant denies the allegations contained in paragraph 17 of Plaintiff's First Amended Complaint for want of knowledge.

18. The answering Defendant denies the allegations contained in paragraph 18 and subparts 18(a) through and including 18(e) of Plaintiff's First Amended Complaint for want of knowledge.

19. The answering Defendant denies the allegations contained in paragraph 19 of Plaintiff's First Amended Complaint for want of knowledge.

20. The answering Defendant denies the allegations contained in paragraph 20 of Plaintiff's First Amended Complaint for want of knowledge.

21. The answering Defendant denies the allegations contained in paragraph 21 of Plaintiff's First Amended Complaint for want of knowledge.

22. The answering Defendant denies the allegations contained in paragraph 22 and subparts 22(a) through and including 22(e) of Plaintiff's First Amended Complaint for want of knowledge.

23. As to the allegations contained in paragraph 23 of Plaintiff's Complaint, the answering Defendant admits only that it is an Ohio corporation and admits only that it had certain involvement related to the staffing and operation of the Comfort Inn located at 1213 East Dublin Granville Road, Columbus, Ohio 43229. The answering Defendant denies each and every allegation contained in paragraph 23 of Plaintiff's First Amended Complaint not specifically admitted herein as true.

24. Paragraph 24 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 24 of Plaintiff's First Amended Complaint.

25. Paragraph 25 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 25 of Plaintiff's First Amended Complaint.

26. Paragraph 26 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 26 of Plaintiff's First Amended Complaint.

27. Paragraph 27 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly

implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 27 of Plaintiff's First Amended Complaint.

28. Paragraph 28 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 28 of Plaintiff's First Amended Complaint.

29. Paragraph 29 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 29 of Plaintiff's First Amended Complaint.

30. Paragraph 30 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 30 of Plaintiff's First Amended Complaint.

31. Paragraph 31 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 31 of Plaintiff's First Amended Complaint.

32. Paragraph 32 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 32 of Plaintiff's First Amended Complaint.

33. Paragraph 33 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 33 of Plaintiff's First Amended Complaint.

34. Paragraph 34 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 34 of Plaintiff's First Amended Complaint.

35. Paragraph 35 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 35 of Plaintiff's First Amended Complaint.

36. Paragraph 36 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering

Defendant denies the allegations contained in paragraph 36 of Plaintiff's First Amended Complaint.

37. Paragraph 37 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 37 of Plaintiff's First Amended Complaint.

38. Paragraph 38 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 38 of Plaintiff's First Amended Complaint.

39. Paragraph 39 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 39 of Plaintiff's First Amended Complaint.

40. Paragraph 40 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent a response is required, the answering Defendant denies the allegations contained in paragraph 40 of Plaintiff's First Amended Complaint for want of knowledge.

41. Paragraph 41 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent a response is required, the answering

Defendant denies the allegations contained in paragraph 41 of Plaintiff's First Amended Complaint for want of knowledge.

42. Paragraph 42 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent a response is required, the answering Defendant denies the allegations contained in paragraph 42 of Plaintiff's First Amended Complaint for want of knowledge.

43. Paragraph 43 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent a response is required, the answering Defendant denies the allegations contained in paragraph 43 of Plaintiff's First Amended Complaint for want of knowledge.

44. The answering Defendant denies the allegations contained in paragraph 44 and subparts 44(a) through and including 44(p) of Plaintiff's First Amended Complaint for want of knowledge.

45. Paragraph 45 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent a response is required, the answering Defendant denies the allegations contained in paragraph 45 of Plaintiff's First Amended Complaint for want of knowledge.

46. Paragraph 46 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent a response is required, the answering Defendant denies the allegations contained in paragraph 46 of Plaintiff's First Amended Complaint for want of knowledge.

47. Paragraph 47 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly

implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 47 of Plaintiff's First Amended Complaint.

48. Paragraph 48 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 48 of Plaintiff's First Amended Complaint.

49. Paragraph 49 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 49 of Plaintiff's First Amended Complaint.

50. Paragraph 50 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 50 of Plaintiff's First Amended Complaint.

51. Paragraph 51 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 51 of Plaintiff's First Amended Complaint.

52. Paragraph 52 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 52 of Plaintiff's First Amended Complaint.

53. Paragraph 53 of Plaintiff's First Amended Complaint contains no allegations to which a response is required. However, to the extent that such paragraph directly or indirectly implies or asserts wrongdoing of any type and/or claims against this Defendant, the answering Defendant denies the allegations contained in paragraph 53 of Plaintiff's First Amended Complaint.

ALLEGED SEX TRAFFICKING OF M.A.

54. The answering Defendant denies the allegations contained in paragraph 54 of Plaintiff's First Amended Complaint for want of knowledge.

55. The answering Defendant denies the allegations contained in paragraph 55 of Plaintiff's First Amended Complaint.

56. The answering Defendant denies the allegations contained in paragraph 56 of Plaintiff's First Amended Complaint for want of knowledge.

57. The answering Defendant denies the allegations contained in paragraph 57 of Plaintiff's First Amended Complaint for want of knowledge.

58. The answering Defendant denies the allegations contained in paragraph 58 of Plaintiff's First Amended Complaint.

59. The answering Defendant denies the allegations contained in paragraph 59 of Plaintiff's First Amended Complaint for want of knowledge.

60. The answering Defendant denies the allegations contained in paragraph 60 of Plaintiff's First Amended Complaint.

61. The answering Defendant denies the allegations contained in paragraph 61 of Plaintiff's First Amended Complaint for want of knowledge.

62. The answering Defendant denies the allegations contained in paragraph 62 of Plaintiff's First Amended Complaint.

63. The answering Defendant denies the allegations contained in paragraph 63 of Plaintiff's First Amended Complaint for want of knowledge.

64. The answering Defendant denies the allegations contained in paragraph 64 of Plaintiff's First Amended Complaint for want of knowledge.

65. The answering Defendant denies the allegations contained in paragraph 65 of Plaintiff's First Amended Complaint for want of knowledge.

**WYNDHAM'S ALLEGED WILLFUL BLINDNESS TO HUMAN
TRAFFICKING AT ITS HOTELS AND PROPERTIES**

66. The answering Defendant denies the allegations contained in paragraph 66 of Plaintiff's First Amended Complaint for want of knowledge.

67. The answering Defendant denies the allegations contained in paragraph 67 of Plaintiff's First Amended Complaint for want of knowledge.

68. The answering Defendant denies the allegations contained in paragraph 68 of Plaintiff's First Amended Complaint for want of knowledge.

69. The answering Defendant denies the allegations contained in paragraph 69 of Plaintiff's First Amended Complaint for want of knowledge.

70. The answering Defendant denies the allegations contained in paragraph 70 of Plaintiff's First Amended Complaint for want of knowledge.

71. The answering Defendant denies the allegations contained in paragraph 71 of Plaintiff's First Amended Complaint for want of knowledge.

72. The answering Defendant denies the allegations contained in paragraph 72 of Plaintiff's First Amended Complaint for want of knowledge.

73. The answering Defendant denies the allegations contained in paragraph 73 of Plaintiff's First Amended Complaint for want of knowledge.

74. The answering Defendant denies the allegations contained in paragraph 74 of Plaintiff's First Amended Complaint for want of knowledge.

75. The answering Defendant denies the allegations contained in paragraph 75 of Plaintiff's First Amended Complaint for want of knowledge.

76. The answering Defendant denies the allegations contained in paragraph 76 of Plaintiff's First Amended Complaint for want of knowledge.

77. The answering Defendant denies the allegations contained in paragraph 77 of Plaintiff's First Amended Complaint for want of knowledge.

78. The answering Defendant denies the allegations contained in paragraph 78 of Plaintiff's First Amended Complaint for want of knowledge.

79. The answering Defendant denies the allegations contained in paragraph 79 of Plaintiff's First Amended Complaint for want of knowledge.

80. The answering Defendant denies the allegations contained in paragraph 80 and subparts 80(a) through and including 80(h) of Plaintiff's First Amended Complaint for want of knowledge.

81. The answering Defendant denies the allegations contained in paragraph 81 of Plaintiff's First Amended Complaint for want of knowledge.

82. The answering Defendant denies the allegations contained in paragraph 82 of Plaintiff's First Amended Complaint for want of knowledge.

**IHG'S ALLEGED WILLFUL BLINDNESS TO HUMAN TRAFFICKING
AT ITS HOTELS AND PROPERTIES**

83. The answering Defendant denies the allegations contained in paragraph 83 of Plaintiff's First Amended Complaint for want of knowledge.

84. The answering Defendant denies the allegations contained in paragraph 84 of Plaintiff's First Amended Complaint for want of knowledge.

85. The answering Defendant denies the allegations contained in paragraph 85 and subparts 85(a) through and including 85(g) of Plaintiff's First Amended Complaint for want of knowledge.

86. The answering Defendant denies the allegations contained in paragraph 86 of Plaintiff's First Amended Complaint for want of knowledge.

87. The answering Defendant denies the allegations contained in paragraph 87 and subparts 87(a) through and including 87(m) of Plaintiff's First Amended Complaint for want of knowledge.

88. The answering Defendant denies the allegations contained in paragraph 88 of Plaintiff's First Amended Complaint for want of knowledge.

89. The answering Defendant denies the allegations contained in paragraph 89 and subparts 89(a) through and including 89(g) of Plaintiff's First Amended Complaint for want of knowledge.

90. The answering Defendant denies the allegations contained in paragraph 90 of Plaintiff's First Amended Complaint for want of knowledge.

91. The answering Defendant denies the allegations contained in paragraph 91 of Plaintiff's First Amended Complaint for want of knowledge.

92. The answering Defendant denies the allegations contained in paragraph 92 of Plaintiff's First Amended Complaint for want of knowledge.

93. The answering Defendant denies the allegations contained in paragraph 93 of Plaintiff's First Amended Complaint for want of knowledge.

94. The answering Defendant denies the allegations contained in paragraph 94 of Plaintiff's First Amended Complaint for want of knowledge.

95. The answering Defendant denies the allegations contained in paragraph 95 and subparts 95(a) through and including 95(h) of Plaintiff's First Amended Complaint for want of knowledge.

96. The answering Defendant denies the allegations contained in paragraph 96 of Plaintiff's First Amended Complaint for want of knowledge.

97. The answering Defendant denies the allegations contained in paragraph 97 of Plaintiff's First Amended Complaint for want of knowledge.

**CHOICE HOTELS' ALLEGED WILLFUL BLINDNESS
TO HUMAN TRAFFICKING AT ITS HOTELS AND PROPERTIES**

98. The answering Defendant denies the allegations contained in paragraph 98 of Plaintiff's First Amended Complaint.

99. The answering Defendant denies the allegations contained in paragraph 99 of Plaintiff's First Amended Complaint.

100. The answering Defendant denies the allegations contained in paragraph 100 of Plaintiff's First Amended Complaint.

101. The answering Defendant denies the allegations contained in paragraph 101 of Plaintiff's First Amended Complaint.

102. The answering Defendant denies the allegations contained in paragraph 102 of Plaintiff's First Amended Complaint.

103. The answering Defendant denies the allegations contained in paragraph 103 of Plaintiff's First Amended Complaint.

104. The answering Defendant denies the allegations contained in paragraph 104 of Plaintiff's First Amended Complaint.

105. The answering Defendant denies the allegations contained in paragraph 105 of Plaintiff's First Amended Complaint.

106. The answering Defendant denies the allegations contained in paragraph 106 and subparts 106(a) through and including 106(m) of Plaintiff's First Amended Complaint for want of knowledge.

107. The answering Defendant denies the allegations contained in paragraph 107 and subparts 107(a) through and including 107(c) of Plaintiff's First Amended Complaint for want of knowledge.

108. The answering Defendant denies the allegations contained in paragraph 108 and subparts 108(a) through and including 108(g) of Plaintiff's First Amended Complaint for want of knowledge.

109. The answering Defendant denies the allegations contained in paragraph 109 of Plaintiff's First Amended Complaint.

110. The answering Defendant denies the allegations contained in paragraph 110 of Plaintiff's First Amended Complaint.

111. The answering Defendant denies the allegations contained in paragraph 111 of Plaintiff's First Amended Complaint.

112. The answering Defendant denies the allegations contained in paragraph 112 of Plaintiff's First Amended Complaint.

113. The answering Defendant denies the allegations contained in paragraph 113 of Plaintiff's First Amended Complaint.

114. The answering Defendant denies the allegations contained in paragraph 114 and subparts 114(a) through and including 114(h) of Plaintiff's First Amended Complaint for want of knowledge.

115. The answering Defendant denies the allegations contained in paragraph 115 of Plaintiff's First Amended Complaint.

116. The answering Defendant denies the allegations contained in paragraph 116 of Plaintiff's First Amended Complaint.

CAUSE OF ACTION

117. The answering Defendant denies each and every allegation contained in paragraph 117 of Plaintiff's First Amended Complaint not specifically admitted herein as true.

118. Paragraph 118 of Plaintiff's Complaint states a legal conclusion to which no response is required. To the extent a response is required, the answering Defendant denies the allegations contained in paragraph 118 of Plaintiff's First Amended Complaint.

119. Paragraph 119 of Plaintiff's Complaint states a legal conclusion to which no response is required. To the extent a response is required, the answering Defendant denies the allegations contained in paragraph 119 of Plaintiff's First Amended Complaint.

120. The answering Defendant denies the allegations contained in paragraph 120 of Plaintiff's First Amended Complaint.

121. The answering Defendant denies the allegations contained in paragraph 121 of Plaintiff's First Amended Complaint.

FIRST DEFENSE

122. Plaintiff's Complaint fails to state a claim for relief against this Defendant upon which relief can be granted.

SECOND DEFENSE

123. Plaintiff's claims are barred and/or limited by the applicable statute of limitations.

THIRD DEFENSE

124. Defendant did not have knowledge, either actual, implied, constructive or otherwise, of the activity, actions, and/or conduct alleged by Plaintiff and as such was unable to intervene, address, report and/or prevent the same.

FOURTH DEFENSE

125. Plaintiff's claims are barred or limited by her failure to mitigate damages.

FIFTH DEFENSE

126. Plaintiff's own negligence directly and proximately caused or contributed to the damages of which Plaintiff complains.

SIXTH DEFENSE

127. Plaintiff's claims and/or damages were caused and/or contributed by the acts and/or omissions of some individual(s) or entity for whom or which this Defendant is not responsible.

SEVENTH DEFENSE

128. Plaintiff has failed to join all necessary and/or indispensable parties to this litigation.

EIGHTH DEFENSE

129. Plaintiff's claims are barred due to Plaintiff's express or implied assumption of risk.

NINTH DEFENSE

130. Plaintiff's claims and/or damages are the direct and proximate result of unforeseeable conduct for which this Defendant is not liable to Plaintiff.

TENTH DEFENSE

131. Plaintiff's claims are barred by an intervening or superseding cause over which this Defendant had no control.

ELEVENTH DEFENSE

132. Plaintiff's damages, if any, were sustained as a direct and proximate result of the primary negligence and/or misconduct, criminal or otherwise, by some other person or entity.

TWELFTH DEFENSE

133. Plaintiff's claims are barred in whole or in part by the doctrines of waiver, estoppel and/or laches.

THIRTEENTH DEFENSE

134. This Defendant's liabilities are limited to those provided in the terms of any contractual terms and conditions, including, but not limited to, any applicable condition precedent, contractual statute of limitations and/or specified remedy and/or requirement to mediate and/or arbitrate.

FOURTEENTH DEFENSE

135. Plaintiff's claims are barred and/or pre-empted because all acts of this Defendant complied with all federal and state laws, regulations and administrative and industry standards.

FIFTEENTH DEFENSE

136. Plaintiff's claims are barred, in whole or in part, by the destruction, deterioration, modification, spoliation, and/or lack of preservation of relevant and essential evidence.

SIXTEENTH DEFENSE

137. This Defendant is entitled to have its liability, if any, appropriated among all parties and nonparties at fault, according to law.

SEVENTEENTH DEFENSE

138. Defendant asserts the affirmative defense of illegality.

EIGHTEENTH DEFENSE

139. Defendant asserts the affirmative defense of fraud and misrepresentation.

NINETEENTH DEFENSE

140. Plaintiff is not entitled to punitive damages and/or attorneys' fees.

TWENTIETH DEFENSE

141. Plaintiff lacks a reasonable, good faith basis to bring this claim against this Defendant, thereby entitling it to an award of attorney's fees and costs.

TWENTY-FIRST DEFENSE

142. This Defendant incorporates by reference each and every defense raised by all other defendants as if fully rewritten herein.

TWENTY-SECOND DEFENSE

143. This Defendant does not waive any defense it may have in this action and reserves the right to assert additional defenses which may become applicable after additional investigation and discovery.

WHEREFORE, Defendant Buckeye Hospitality, Inc. demands that Plaintiff's claims against this Defendant be dismissed in their entirety and with prejudice and the Court award costs and attorneys' fees expended herein.

Respectfully Submitted,

/s/ Daniel T. Downey

Daniel T. Downey (0063753)

Jessica R. Doogan (0092105)

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Attorneys for Defendant Buckeye Hospitality, Inc.

JURY DEMAND

Defendant Buckeye Hospitality, Inc. hereby demands a trial by jury on all issues herein triable.

s/ Daniel T. Downey

Daniel T. Downey (0063753)

FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP

Attorney for Defendant Buckeye Hospitality, Inc.

CERTIFICATE OF SERVICE

This certifies that the foregoing was filed electronically this 9th day of March, 2021. Notice of this filing will be sent to all counsel by operation of the Court's electronic filing system or via U.S. mail, postage prepaid, as certified by the Court's Certificate of Service generated upon filing

/s/ Daniel T. Downey

Daniel T. Downey (0063753)

FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP

Attorney for Defendant Buckeye Hospitality, Inc.